

DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

P.O. Box 1947
Sacramento, CA 95812-1947
(916) 576-7109
(916) 263-1406 (FAX)
(916) 263-1402 (TDD)



August 19, 2011

To All Community Services Block Grant Contractors:

2011 Community Services Block Grant Contract (CSBG) Amendment No. 4

Enclosed is your agency's contract amendment packet for the 2011 Community Services Block Grant Program. It includes two complete copies of the contract amendment.

In order to expedite the execution of your contract packet, please observe the following instructions, and feel free to use this letter as a checklist.

- ☐ Submit a governing board resolution with an **original signature of your board's authorized representative**. The board's resolution must identify whom it has authorized to sign the 2011 CSBG contract and any **amendments**.
- ☐ On the Std. 213, Standard Agreement (face sheet), complete the section labeled "CONTRACTOR'S NAME" on both face sheets. Print or type the name and title of the person who is authorized to sign the contract. Print the date signed. Ensure that **your agency's authorized representative has signed both face sheets**. Your agency's authorized representative is the person whom the governing board has specified in its resolution as the official representative to sign the 2011 CSBG amendment.
- ☐ **The Std. 213, Standard Agreement must remain unchanged**; CSD is not able to process contracts that have been changed by an agency. If you see the need to make changes to the contract's face sheet, please contact your Field Representative, who will arrange for Contract Services Unit to immediately mail your agency corrected face sheets. Do not use correction fluid or tape. If a correction to any page is necessary, please contact you Field Representative.
- ☐ When you return the contract packet to CSD, please arrange all pages, including the face sheets, exhibits, and all attachments, in the same order in which you received them. Include your board resolution, insurance and fidelity bond documents, and, if desired, a transmittal letter, but do not staple or otherwise attach these documents to the contracts themselves.
- ☐ This Amendment will not be executed until the original contract and previous Amendments have been fully executed.

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- ☐ Please return your completed contract packet within 30 days (45 days for public agencies) to:

Contract Services Unit
Department of Community Services and Development
P.O. Box 1947
Sacramento, CA 95812-1947

When sending documents via overnight mail, please use CSD's street address as shown on the face sheet.

Please keep in mind that in order for CSD to execute your contract, all of your agency's contract documents must be **complete**. Authorized persons must sign the board resolution, both face sheets, and applicable exhibits and attachments.

Except as waived for self-insured governmental entities, the Certificate of Liability Insurance must name CSD as the Certificate Holder and as an additional insured, except for workers' compensation and fidelity bond. Insurance documents that are on file at CSD must be current or replaced. Coverage must include workers' compensation insurance, fidelity bond, general liability, and vehicle insurance. For questions regarding insurance coverage, you may contact Abigail Churchill of my staff at (916) 576-5316.

If you have questions regarding the contracting process, you may contact Ramonda Ramos of my staff at (916) 576-1852. For questions regarding contractual requirements, reporting forms, or other requirements, please contact your Field Representative.

Sincerely,



Kimberley Petz
Manager, Contract Services Unit

KP:RR
Enclosures

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TO: CSBG Eligible Entities

FROM: Leslie Taylor, Manager
Program Development and Technical Support

DATE: August 18, 2011

SUBJECT: 2011 Community Services Block Grant (CSBG) 4th Quarter Award Notification and Contract Amendment 4

CSD has received the fourth quarter Notice of Grant Award distributed by the Department of Health and Human Services (DHHS) authorizing the fourth quarter allocation and available amount to expend for this quarter. The full contract amount as specified on the contract face sheet (STD. 213, Item 3) is authorized per this notification to be expended.

Enclosed is your agency's 2011 Community Services Block Grant (CSBG) Contract Amendment 4. The following changes are included in this amendment:

- Exhibit B is amended to include applicable requirements of the Federal Financial Accountability and Transparency Act (as defined in 24 CFR Part 96 Part 170);
- Exhibit D is amended to correct the due date of the annual single audit report;
- Exhibit D is amended to include provisions that the contractor will certify when notifying the State within 60 calendar days of executing its subcontractor(s) agreement that each subcontractor(s) is not presently listed on the Excluded Parties List System at www.epls.gov ;
- Exhibit E is amended to add subcontractor(s) to the federal certification regarding debarment, suspension and related matters provisions.

If you have any questions, please contact your assigned Field Representative.

Attachment

AGREEMENT NUMBER	AMENDMENT NUMBER
11F-42	4
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below
- STATE AGENCY'S NAME
Department of Community Services and Development
- CONTRACTOR'S NAME
2. The term of this Agreement is : January 1, 2011 through December 31, 2011
3. The maximum amount of this Agreement is: \$ ""
4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. The maximum amount of this Agreement payable to Contractor by the State remains unchanged at \$""

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
"		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Community Services and Development		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833		<input type="checkbox"/> Exempt per _____

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2. Exhibit B, Budget Detail and Payment Provisions, Section 5. PAYMENT AND REPORTING REQUIREMENTS, Section H. FFATA Reporting is deleted in its entirety and replaced with Exhibit B. 5. H. Transparency Act Reporting, to read as follows:

H. Transparency Act Reporting

In accordance with requirements of the Federal Funding Accountability and Transparency Act (FFATA), Contractors that 1) are not entities required by the IRS to file annually a Form 990 federal return, 2) receive at least 80% of their annual gross revenues from federal sources (excluding any ARRA funds), and 3) have annual gross revenues totaling \$25,000,000.00 or more from federal grants, contracts, or other federal sources (excluding any ARRA funds), shall provide to CSD a current list of names and total compensation of Contractor's top five (5) highly compensated officials/employees. The list shall be provided with the executed copy of the Agreement returned to CSD. This requirement applies only to Contractors that fall within all three categories set forth in this paragraph.

3. Exhibit D, Special Terms and Conditions, Section 9. AUDITING STANDARDS AND REPORTS, item B. Audit Reports, item 4), is deleted in its entirety and replaced with Exhibit D. 9. B. 4), to read as follows:

- 4) Contractor shall submit to CSD one (1) printed copy and one (1) electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within nine (9) months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to CSD Audit Services Unit a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. CSD may grant an extension not to exceed thirty (30) calendar days from the original due date. The audit report(s) and all supplemental financial information are to be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov.

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Printed copy:
Department of Community Services and Development
Attention: Audit Services Unit
P.O. Box 1947
Sacramento, CA 95812-1947

In accordance with the guidelines of the Division of Audits of the California State Controller's Office (SCO), if Contractor is a local government agency, additional copies of the audit report must be submitted to the following address:

State Controller's Office
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814

4. Exhibit D, Special Terms and Conditions, Section 10. SUBCONTRACTS is deleted in its entirety and replaced with Exhibit D. 10., to read as follows:

10. SUBCONTRACTS

Contractor may enter into subcontract(s) to perform part or all of the direct services covered under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to, an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 2.

- A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement. This written notification shall also include a certification that, to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.epls.gov>.
- B. If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on

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EPLS as of the effective start date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.
- D. In the event CSD suspends, terminates, and/or makes changes to the services to be performed under this Agreement, Contractor shall notify all of its subcontractors in writing within five (5) days of receipt of notice of such action.
- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractor(s).
- F. Nothing contained in this Agreement shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is independent from CSD's obligation to make payments to the Contractor. As a result, CSD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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5. Exhibit E, Additional Provisions, Section 1. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS is deleted in its entirety and replaced with Exhibit E. 1., to read as follows:

1. FEDERAL CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND RELATED MATTERS

Contractor hereby certifies to the best of its knowledge that it, any of its officers, or any subcontractor(s):

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- B. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes; commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property.
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B of this certification.
- D. Have not, within a three (3) year period preceding this Agreement, had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Contractor, any of its officers, or any subcontractor(s), Contractor shall describe such condition and include it as an attachment to this Exhibit E. Based on the description, CSD in its discretion may decline to execute this Agreement, or set further conditions of this Agreement. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and CSD may terminate this Agreement for cause immediately pursuant to the termination provisions of State and federal law governing the CSBG program.

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- F. As provided in EXHIBIT D, Paragraph 10.A. of this Agreement, Contractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

All other terms and conditions shall remain the same.